

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement is made this 19 day of December 2017, by and among **Faith Community Church**, 2240 S. DuPont Hwy Camden, DE 19934 ("FAITH" or "Seller"), and, **Peter And John Radio Fellowship, Inc.** ("RADIO" or "Buyer").

"FAITH" is the Licensee of a certain License ("License") of

**W261AE 20542, CAMDEN, DE**

- issued by the Federal Communications Commission ("FCC") in Washington, DC.

1. Sale and Purchase. On the Grant Date of the FCC Form 345 (of which this contract is attached), Seller shall sell and assign to Buyer, and Buyer shall purchase and accept from Seller, ownership of the translator. This contract is for the License, and Equipment ("Equipment") from the Seller for this translator.
2. No Liabilities Assumed. Buyer shall assume no debts and liabilities of Seller. Buyer shall assume no commitments of Seller.
3. Purchase Price. The purchase price shall be Thirty-One Thousand Eight Hundred Dollars (\$31,800.00). Subject to purchase amounts received and provided during FCC processing for this Agreement, the price shall be paid to Seller as agreed herewith: (a) Received upfront was the Ten Thousand Dollar down payment (\$10,000.00) paid by the Buyer as a good faith deposit. Final payment of Twenty-one Thousand Eight Hundred Dollars (\$21,800.00) shall be made within 10 days of grant by the Buyer.
4. Closing: FCC Grants. Closing shall take place within ten (10) business days after the Federal Communications Commission ("FCC") has granted its consent to the assignment of the License and Construction Permit from Seller to Buyer.
5. FCC Applications. Within ten (10) days of the execution of this Agreement, Seller shall provide the necessary FRN (Federal Registration Number) passwords for the Licensed translator. And the buyer shall file thereafter within ten (10) days the FCC Form 345, with the FCC. This FCC Form 345 is an application requesting consent to the assignment of the License from Seller to Buyer, but each bearing its own legal, accounting and other costs. Seller and Buyer shall use their best, diligent efforts to file and prosecute this application to a successful conclusion.
6. Covenants, Representations and Warranties of Seller. Seller covenants, represents and warrants to Buyer (except as otherwise indicated, both as of the date of this Agreement and as of the date of Closing) as follows:

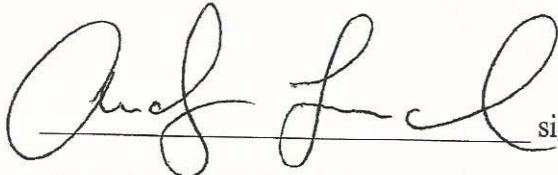
- (a) Seller is and shall be a nonprofit corporation authorized to do business in the State of Delaware with power, and authority to execute and carry out this Agreement.
  - (b) Seller owns and shall convey good title to the License and Equipment, free and clear of debts, liens and encumbrances, employing an assignment in form satisfactory to counsel for Buyer (whose approval shall not be unreasonable withheld).
  - (c) In addition to the License, all Equipment currently in use with the license is to be conveyed and assigned from Seller to Buyer at Closing. Buyer shall remove Equipment within 120 days of the Closing.
  - (d) There are no leases or contracts pertaining to the License, and between now and the date of Closing for which Seller shall, without the consent of Buyer, enter into any leases or contracts pertaining to the License.
  - (e) Buyer shall receive and have the License upon Grant of this 345, with no reason to believe that it may be revoked - or that the FCC may not approve an assignment of the License by the Seller.
  - (f) There is and will be no litigation, government inquiry, government proceeding or other similar matter, pending or threatened, pertaining to the License.
7. Covenants, Representations and Warranties of Buyer. Buyer covenants, represents and warrants to Seller, (except as otherwise indicated both as of the date of this Agreement as of the date of Closing) as follows:
- (a) Buyer is and shall be a corporation within the laws of the State of Maryland, authorized to do business with power, and authority from its Governing Board, to execute and carry out this Agreement.
  - (b) Buyer is aware and confirms the FCC can consent to the assignment of the License to the Buyer.
8. Control Prior to Closing. Prior to the Closing, Buyer shall not directly or indirectly control the License.
9. Conditions to Close by Buyer. The obligation of Buyer to consummate this transaction is subject to the following conditions: (a) Seller is not in default with respect to any of the agreements, covenants, representations and warranties of Seller in this Agreement. (b) Seller shall have executed and delivered all the documents required of it under this Agreement. (c) the FCC shall have granted its consent to the assignment of the License to Buyer.




10. Conditions to Close by Seller. The obligation of Seller to consummate this transaction is subject to the following conditions: (a) Buyer is not in default with respect to any of the agreements, covenants, representations and warranties, and payments of Buyer in this Agreement. (b) the FCC shall have granted its consent to the assignment of the License to Buyer.
11. Indemnification. Seller shall indemnify and hold harmless Buyer from any loss, liability, damage or expense (including legal and other expenses incident thereto) arising from or pertaining to (a) ownership of the License, prior to the date of Closing or (b) breach of any covenants, representations or warranties of this Agreement, by Seller. Buyer shall indemnify and hold harmless Seller from any loss, liability, damage or expense (including legal and other expenses incident thereto) arising from or pertaining to (c) ownership or operation of the License subsequent to the date of Closing or (d) breach of any covenants, representations or warranties in this Agreement, by Buyer. If any litigation shall be threatened or brought against Seller or Buyer that would give rise to a claim by one against the other under the indemnification provisions of this Paragraph 12, the party against which the litigation is threatened or brought shall promptly notify the other (indemnifying) party, which shall be entitled at its own expense to compromise or defend against the litigation.
12. Survival of Covenants, Representations and Warranties. The covenants, representations and warranties in this Agreement shall survive until the Closing.
13. Termination Date. If Closing is not held within six (6) months of the date of this agreement, this Agreement may be terminated by either Buyer or Seller upon written notice to the other, so long as the terminating party is not then in material default.
14. Default. As used in this Agreement, "default" shall mean a material breach of any agreement, covenant, representation or warranty which continues uncured ten (10) days following written notice thereof from the (non-breaching) party to the (breaching) party. In the event such a default occurs, the non-breaching party shall have the right to terminate this Agreement, if said party itself is not in default, exercisable by written notice given within thirty (30) days of the date when the uncured breach became a default as defined above.
15. Liquidated damages. In the event of termination of this Agreement due to default by Buyer, the Seller shall retain the upfront down payment sum of Ten Thousand Dollars (\$10,000.00), provided Seller itself is not then in default under this Agreement. In the event of termination of this Agreement under any and all other circumstances, the upfront down payment sum of Ten Thousand Dollars (\$10,000.00) held by the Seller shall be returned to the Buyer provided the Buyer is not itself in default. Upon termination of this Agreement, the Agreement shall be null, void and of no further force and effect.

16. Specific Performance. In the event of default by Seller, due to the unique nature of the Assets and business opportunity of the License and Construction Permit, the Buyer shall have the right to obtain specific performance of this Agreement as its exclusive remedy at law or equity.
17. Successors and Assigns. This Agreement shall be binding upon, and insure to the benefit of, the respective successors and assigns of the parties. Buyer may, within thirty (30) days hereof and without the consent of Seller, assign its interest in and to this Agreement to any person or entity it reasonably believes to be an assignee acceptable to the FCC for the Station, so long as it remains liable for the Buyer's performance through Closing, but not thereafter.
18. Construction and Attorney's Fee. This Agreement shall be constructed under the laws of the State of Delaware, and venue for any court action shall be in Delaware. In the event of legal action between the parties arising out of this Agreement or proposed transaction, the prevailing party shall be entitled to recover its expenses, costs, and reasonable attorney's fees from the non-prevailing party.
19. Notices. Any notice or other communication under this Agreement shall be in writing and shall be deemed to have been given three (3) business days after mailing by registered or certified mail, or one (1) business day after mailing by express mail or use of overnight/same-day delivery service, and addressed as follows:
- (a) To Seller: Faith Community Church, to the attention of Andy Lynch.  
PO Box 1  
Camden, DE 19934
  - (b) To Buyer: Peter and John Radio Fellowship, Inc. to the attention of  
Peter Allen  
3500 Commerce Drive  
Halethorpe, MD 21227
20. Miscellaneous. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of the Agreement, and supersedes all prior agreements and understandings. This Agreement may not be amended except in writing signed by all parties. Underlined headings are provided for convenient reference only, and do not modify the text of the paragraphs to which they relate.

Faith Community Church

 signature  
Andy Lynch, Chairman, Deacon Board

Peter And John Radio Fellowship, Inc.

 signature  
Steve Lawhon, Executive vice-president